

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

AUG 21 2014

DEPT OF WATER RESOURCE
SOUTHERN REGION

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
47-8241	Yes ☐		Yes ☐		Yes ☐
47-14333	Yes ☐		Yes ☐		Yes ☐
47-14335	Yes ☐		Yes ☐		Yes ☐
47-14334	Yes ☐		Yes ☐		Yes ☐
47-4287	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: AVELARS DAIRY
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): MANUEL J. MACHADO & SANDRA V. MACHADO
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or

Mailing address _____ City _____ State _____ ZIP _____

Telephone _____ Email _____

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____.
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
7. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

8. Signature: Sandra Machado Title, if applicable: owner Date: 8-15-14
Signature of new owner/claimant

Signature: [Signature] Title, if applicable: member Date: 8-15-14
Signature of new owner/claimant

For IDWR Office Use Only:

Received by [Signature] Date 8-21-2014 Receipt No. 5034248 Receipt Amt. \$125-
Approved by _____ Processed by _____ Date _____

SUPPORT DATA
IN FILE # 47-4287

TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE BOISE
03:56:23 PM 08-18-2014
#4949 2014013932
NO. PAGES 7 FEE: \$28.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: BH
Electronically Recorded by Simplifile

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged AVELAR & SONS FARMS, an Idaho general partnership, JOE E. AVELAR, ANTONIO F. AVELAR and THE ESTATE OF ANTONIO GONCALVES AVELAR, aka ANTONIO G. AVELAR, deceased, Partners, and AVELAR'S DAIRY, LLC, an Idaho limited liability company, collectively the "Grantor", hereby grants, bargains, sells, and conveys unto MANUEL J. MACHADO and SANDRA V. MACHADO, husband and wife, whose address is 3990 North 750 East, Buhl, ID 83316, the "Grantees", the following described premises located in Twin Falls County, Idaho, to wit:

See EXHIBIT A attached hereto.

Together with the following water rights: Water Rights Nos. 47-8241, 47-14333, 47-14335, 47-14334, 47-4287 and all other groundwater rights appurtenant thereto; and one hundred sixteen and 15/100 (116.15) shares of stock in the Twin Falls Canal Company.

TO HAVE AND TO HOLD, unto Grantee, their successors, heirs and assigns forever.

SUBJECT TO the following: (a) general taxes and assessments, which are not yet due and payable; and (b) the encumbrances, easements, restrictions and matters set forth on EXHIBIT B attached hereto and incorporated herein (collectively the "Permitted Exceptions").

Grantor warrants that it is the owner in fee simple of the Property, that the Grantor has not conveyed any interest in the Property to any person other than Grantees, and that the Property is free from all encumbrances created or suffered by Grantor, except the Permitted Exceptions, and that Grantor will warrant and defend the same against all lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the parties have executed the within instrument as of the 15th day of August, 2014.

"GRANTOR"

AVELAR & SONS FARMS,
An Idaho general partnership


JOE E. AVELAR, Partner


ANTONIO F. AVELAR, Partner

#4949

Recorded Electronically	
ID	<u>2014-013932</u>
County	<u>Twin Falls</u>
Date	<u>8/18/14</u> Time <u>3:56pm</u>
Simplifile.com 800.460.5657	

SPECIAL WARRANTY DEED

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"GRANTOR"

AVELAR & SONS FARMS,
An Idaho general partnership


JOE E. AVELAR, Partner


ANTONIO F. AVELAR, Partner

ESTATE OF ANTONIO GONCALVES AVELAR, AKA ANTONIO G. AVELAR, PARTNER

Helen Matos, Personal Representative
HELEN MATOS, Personal Representative

AVELAR'S DAIRY, LLC
An Idaho limited liability company

Joe E. Avelar
JOE E. AVELAR, Member

Antonio F. Avelar
ANTONIO F. AVELAR, Member

ESTATE OF ANTONIO GONCALVES AVELAR, AKA ANTONIO G. AVELAR, MEMBER

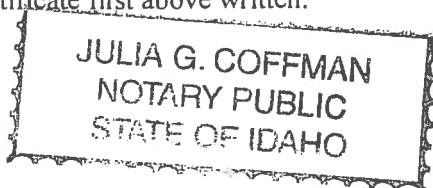
Helen Matos, Personal Representative
HELEN MATOS, Personal Representative

STATE OF IDAHO)

County of Quinn Falls ss:
Jerome)

On this 15th day of August, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOE E. AVELAR, a Partner of AVELAR & SONS FARMS, an Idaho general partnership, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that ~~he~~ executed the same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

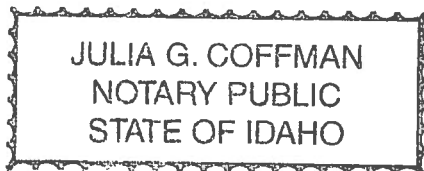


Julia G. Coffman
NOTARY PUBLIC for Idaho
Residing at: Reupert, Ida
Commission Expires: 6-20-2020

STATE OF IDAHO)
County of Jerome) ss:
 Idaho Falls)

On this 15th day of August, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ANTONIO F. AVELAR, a Partner of AVELAR & SONS FARMS, an Idaho general partnership, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

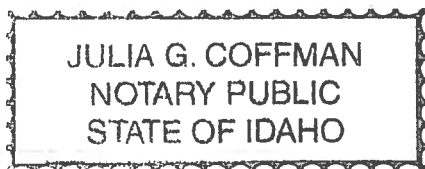


Julia G. Coffman
NOTARY PUBLIC for Idaho
Residing at: Rupert, Ida.
Commission Expires: 6-20-2020

STATE OF IDAHO)
County of Jerome) ss:
 Idaho Falls)

On this 15th day of August, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared HELEN MATOS, Personal Representative of THE ESTATE OF ANTONIO GONCALVES AVELAR, aka ANTONIO G. AVELAR, Partner of AVELAR & SONS FARMS, an Idaho general partnership, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

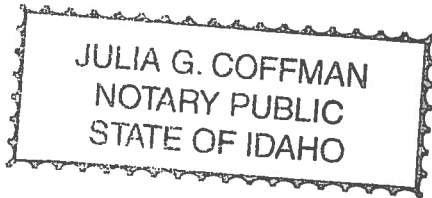


Julia G. Coffman
NOTARY PUBLIC for Idaho
Residing at: Rupert, Ida.
Commission Expires: 6-20-2020

STATE OF IDAHO)
County of Jerome) ss:
Twain Falls)

On this 15th day of August, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOE E. AVELAR, a Member of AVELAR'S DAIRY, LLC, an Idaho limited liability company, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

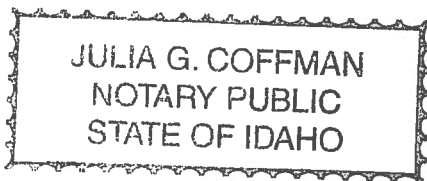


Julia C. [Signature]
NOTARY PUBLIC for Idaho
Residing at: Rupert, Idaho
Commission Expires: 6-20-2020

STATE OF IDAHO)
) *Alvin J. Wells*) ss:
 County of Jerome)

On this 15th day of August, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ANTONIO F. AVELAR, a Member of AVELAR'S DAIRY, LLC, an Idaho limited liability company, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.





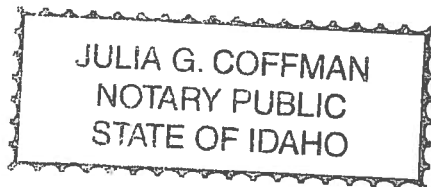
 NOTARY PUBLIC for Idaho
 Residing at: Rupert, Idaho
 Commission Expires: 6-20-2020

STATE OF IDAHO)

County of Blaine Falls ss:
Jerome

On this 15th day of August, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared HELEN MATOS, Personal Representative of THE ESTATE OF ANTONIO GONCALVES AVELAR, aka ANTONIO G. AVELAR, a Member of AVELAR'S DAIRY, LLC, an Idaho limited liability company, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Julia G. Coffman
NOTARY PUBLIC for Idaho
Residing at: Rupert Idaho
Commission Expires: 10-20-2020

EXHIBIT A

PARCEL ONE

Township 10 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho

Section 15: S½NE¼

SUBJECT TO Highway District right of way.

EXCEPT

COMMENCING at the Northeast corner of said Section 15;

THENCE running due South along a line when projected intersects the Southeast corner of said Section 15 for 1325.7 feet to the Northeast corner of said S½NE¼ and being the REAL POINT OF BEGINNING;

THENCE due South along the Easterly boundary of said S½NE¼ for 375.2 feet;

THENCE North 72°20' West for 298.2 feet;

THENCE North 53°54' West for 185.3 feet;

THENCE North 86°46' West for 172.7 feet;

THENCE North 29°04' West for 197.9 feet to a point on the Northerly boundary of said S½NE¼;

THENCE North 89°25½' East along said Northerly boundary for 702.3 feet to the REAL POINT OF BEGINNING.

SUBJECT TO a county road which affects the Easterly 25.0 feet.

PARCEL TWO

Township 10 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho

Section 15: N½SE¼

SUBJECT TO Highway District right of way.

AND

SUBJECT TO the Low Line Canal along the South line of the above-described tract of land; and ALSO SUBJECT TO a 25-foot-wide road right of way along the North and East line of the above-described tract of land.

AND EXCEPT

That part of the NE¼SE¼ lying Southeast of the Low Line Canal

EXHIBIT B

1. Taxes for 2014 and subsequent years.
2. Levies and assessments of American Falls Reservoir District.
3. Levies and assessments of Twin Falls Canal Company.
4. Rights-of-way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code.
5. Right-of-way or easement of a county road which affects the Easterly 25.0 feet of Parcel 1.
6. A 25-foot wide road right-of-way along the North and East line of a Parcel 2 and 3\
7. Right-of-way or easement of Low Line Canal.
8. Amended Agreement for sprinkler Installation upon the terms, conditions and provisions contained therein:

Parties: Twin Falls Canal Company, an Idaho corporation and Antonio F. Avelar
Recorded: November 4, 1996
Instrument No. 1996-018772

10. Agreement for Application of Livestock Waste to Real Property upon the terms, conditions and provision contained therein:

Parties: Avelar & Sons Farms, formerly known as Avelar's Dairy, an Idaho general partnership, Avelar's Dairy, LLC, an Idaho limited liability company and Larae L. Easterday and Janet M. Easterday, husband and wife and Randall L. Easterday, a married man dealing with this sole and separate property

Recorded: January 6, 2014
Instrument No. 2014-000215